

A. G. Contract No. KR95 1361TRN
ADOT ECS File No.: JPA 95-78
Project: H4395 01X
Section: T-191 Greenlee County

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
GREENLEE COUNTY, ARIZONA

THIS AGREEMENT is entered into AUGUST 15, 1996,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and
GREENLEE COUNTY, ARIZONA, acting by and through its BOARD OF
SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the
County.

3. As part of the State's 1960's plan for the (former) US-
666 alignment, the State acquired approximately six miles of
highway right of way adjacent to the San Francisco River north of
Clifton. The alignment proved impractical and the effort was
terminated, leaving a roadway that now leads only to a local
recreation area. The County and the State desire to improve the
roadway to County standards, at an estimated cost of \$300,000.00,
all at State expense, and transfer ownership to the County,
hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>20953</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>08/15/96</u>
<u>Jane Lee Hull</u> Secretary of State
By <u>Vicky Greenwood</u>

II. SCOPE OF WORK

1. The State will:

a. Provide necessary guardrail material to be utilized by the County contractor at the south transition area at the connection to the existing County road.

b. Advance the County \$300,000.00 to accomplish the roadway improvements. Upon completion of the roadway improvements by the County and expenditure of the funds, and upon approval and by resolution of the State Transportation Board, abandon ownership jurisdiction and maintenance responsibility for the roadway, generally as shown on exhibit A, which is attached hereto and made a part hereof, to the County.

2. The County will:

a. Provide design plans and such other documents and services required for construction bidding and construction.

b. Call for bids, and with the concurrence of the State, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Upon completion approve and accept the Project as complete. Be responsible for any contractor claims for extra compensation.

c. Upon approval and by resolution of the State Transportation Board, accept ownership and maintenance jurisdiction for the roadway. Waive the four year advance notification requirements of Arizona Revised Statute 28-106.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and abandonment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Greenlee County
County Administrator
PO Box 908
Clifton, AZ 85533

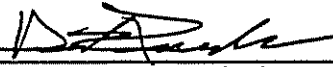
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GREENLEE COUNTY, ARIZONA


STATE OF ARIZONA

Department of Transportation

By  For
H. J. MILLER, Chairman
Board of Supervisors

By  For
AUGUST V. HAROT
Deputy State Engineer

ATTEST

By  For
DEBORAH K. GALE
Clerk of the Board

JPA 95-78

RESOLUTION

BE IT RESOLVED on this 29th day of June 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Greenlee County for the purpose of defining responsibilities for construction of improvements to US-191 and the subsequent abandonment of portions of the alignment to the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


for LARRY S. BONINE
Director

ROBERT STOKES
County Administrator • (520) 865-2310

DEBORAH K. GALE
Clerk of the Board • (520) 865-2072

FACSIMILE # (520) 865-4417



BOARD OF SUPERVISORS
P.O. BOX 908
CLIFTON, ARIZONA 85533

DONALD R. STACEY
District 1

HECTOR RUEDAS
District 2

H.J. MILLER
District 3

STATE OF ARIZONA)

) ss

CERTIFICATION

COUNTY OF GREENLEE)

I, Deborah K. Gale, Clerk of the Board of Supervisors, County of Greenlee, State of Arizona, hereby certify that the following is a true and correct excerpt of the draft minutes of the Greenlee County Board of Supervisors meeting held June 6, 1996:

"The Board of Supervisors reviewed the intergovernmental agreement between Arizona Department of Transportation and Greenlee County regarding the transfer of ownership of T-191. The county will receive \$300,000 under the agreement for roadway maintenance and transfer of ownership. Upon motion by Supervisor Ruedas, seconded by Supervisor Stacey, with Chairman Miller voting nay, the Board authorized the chairman to sign the intergovernmental agreement as presented on behalf of Greenlee County."

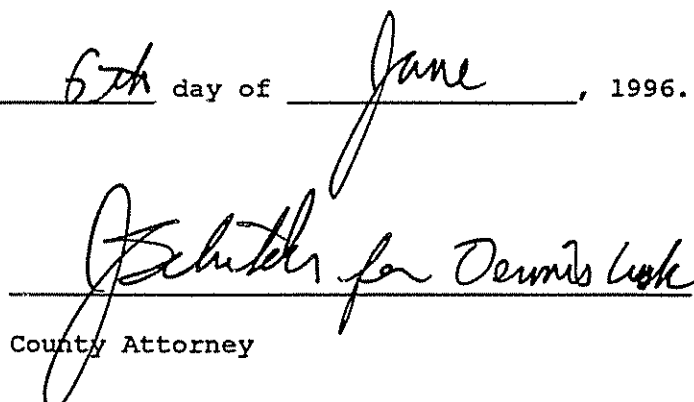
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal. Done at Clifton, Arizona, this 23rd day of July, 1996.

Deborah K. Gale
Clerk of the Board
Greenlee County

APPROVAL OF THE GREENLEE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and GREENLEE COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 5th day of June, 1996.


County Attorney

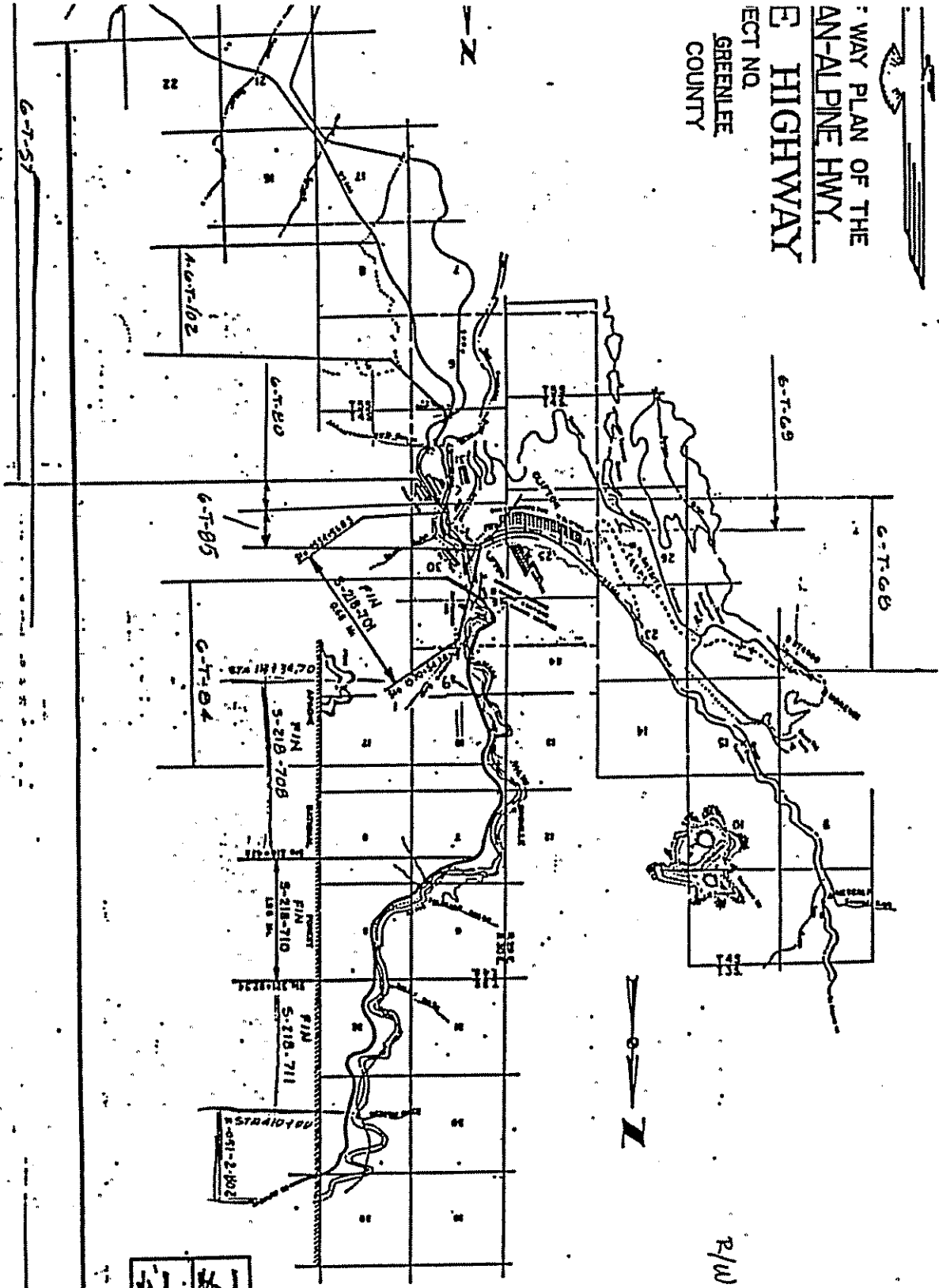
STATE OF ARIZONA
HIGHWAY DEPARTMENT



WAY PLAN OF THE
AN-ALPINE HWY.

PROJECT NO. **E HIGHWAY**

GREENLEE
COUNTY



R/W

APPROVED	DATE
<i>[Signature]</i>	10/1/55
ENGINEER STATE OF ARIZONA HIGHWAY DEPARTMENT	

Exhibit A to JPA 95-78

4/1/95



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

TRN Main: 542-1680

Direct: 542-8837

Fax: 542-3646

MAIN PHONE: 542-5025

TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR95-1361-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 1st day of August, 1996.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section